

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO**

**DON KING PRODUCTIONS, INC.,  
Plaintiff**

v.

**CIVIL NO. 05-1556(DRD)**

**JUNGLE HOUSE, et al.,  
Defendants**

MOTION	RULING
<p><b>Date</b>  <b>Filed:</b> 09/01/05      <b>Docket #9</b>  <input checked="" type="checkbox"/> <b>Plff</b>                      <input type="checkbox"/> <b>Deft</b>  <input type="checkbox"/> <b>Other</b>  <b>Title:</b> Motion for Partial Dismissal  With Prejudice</p>	<p><b>GRANTED.</b> Plaintiff informs that a settlement agreement has been reached with co-defendants Express Cash &amp; Carry a/k/a Express Cash &amp; Carry Liquor Store, Felix Gonzalez individually and the conjugal partnership constituted by Felix Gonzalez and Mengana de Tal, all of them doing business as Express Cash &amp; Carry a/k/a Express Cash &amp; Carry Liquor Store. Further plaintiff informs that co-defendants signed the settlement agreement without being represented by a counsel duly admitted to this Bar. Finally, plaintiff request that the court retains jurisdiction for compliance purposes. (The Court may always retain jurisdiction for compliance purposes in federal question cases, <i>see, Kokkonen v. Guardian Life Insurance Co. of North America</i>, 511 U.S. 375 (1994)). Therefore, the Court hereby <b>DISMISSES</b> plaintiff's claims against the named co-defendants <b>WITH PREJUDICE</b> due to a settlement agreement reached amongst said parties. <b>Partial Judgment</b> shall be entered accordingly.</p>

<p><b>Date</b>  <b>Filed:</b> 11/03/05      <b><u>Docket #27</u></b>  <input checked="" type="checkbox"/> <b>Plff</b>      <input type="checkbox"/> <b>Deft</b>  <input type="checkbox"/> <b>Other</b>  <b>Title:</b> Motion for Partial Dismissal  With Prejudice</p>	<p><b>GRANTED.</b> Plaintiff informs that a settlement agreement has been reached with co-defendants Pollo a la BBQ, Luis Arce individually and the conjugal partnership constituted by Luis Arce and Fulana de Tal, all of them doing business as Pollo a la BBQ. Further plaintiff informs that co-defendants signed the settlement agreement without being represented by a counsel duly admitted to this Bar. Finally, plaintiff request that the court retains jurisdiction for compliance purposes. As stated previously, the Court may retain jurisdiction in federal question cases. Therefore, the Court hereby <b>DISMISSES</b> plaintiff's claims against the named co-defendants <b>WITH PREJUDICE</b> due to a settlement agreement reached amongst said parties. <b>Partial Judgment</b> shall be entered accordingly.</p>
<p><b>Date</b>  <b>Filed:</b> 11/07/05      <b><u>Docket #31</u></b>  <input checked="" type="checkbox"/> <b>Plff</b>      <input type="checkbox"/> <b>Deft</b>  <input type="checkbox"/> <b>Other</b>  <b>Title:</b> Urgent Motion in  Compliance of Order at Docket  No. 24</p>	<p><b>GRANTED.</b> Plaintiff request the voluntary dismissal without prejuco-defendants Barrita Relincho, Jose Rodriguez individually, the conjugal partnership of Jose Rodriguez and Fulana de Tal, Cesar Guzman individually, and the conjugal partnership of Cesar Guzman and Jane Doe, all of them d/b/a Barrita Relincho. Further plaintiff informs that the named co-defendants have not answered the complaint nor filed a dispositive motion. Therefore, pursuant to Rule 41(a)(1)(i), Fed.R.Civ.P., 28 U.S.C., the Court hereby <b>DISMISSES</b> plaintiff's claims against the named co-defendants <b>WITHOUT PREJUDICE</b>. <b>Partial Judgment</b> shall be entered accordingly.</p>

**IT IS SO ORDERED.**

In San Juan, Puerto Rico this 13<sup>th</sup> day of March 2006.

**S/DANIEL R. DOMINGUEZ**  
**DANIEL R. DOMINGUEZ**